

to the appointment of a receiver to collect the rents and account therefor as the court may direct and to take possession of the SECURED PROPERTY and operate the same.

Section 3.2. Possession. The GRANTOR may retain possession of the SECURED PROPERTY so long as an event of default has not occurred, but upon the happening of an event of default, the TRUSTEES or the BENEFICIARY may assume possession of the SECURED PROPERTY and dispossess the GRANTOR therefrom, although the GRANTOR shall remain fully liable to the same extent as though in possession and not dispossessed by the TRUSTEES or the BENEFICIARY. In the event the TRUSTEES or the BENEFICIARY assume possession of the SECURED PROPERTY, the TRUSTEES or the BENEFICIARY may make repairs, renovations and replacements with respect to the SECURED PROPERTY and take all necessary steps to preserve and protect the SECURED PROPERTY, and the reasonable costs and expenses of the TRUSTEES or the BENEFICIARY in performing such acts shall be fully secured by this Deed of Trust, even though in excess of the face amount thereof.

Section 3.3. Right to Maintain Separate Action. In the event the GRANTOR shall fail forthwith to pay such amounts as may be due on the PROMISSORY NOTE, this Deed of Trust, and any other LOAN DOCUMENTS, the BENEFICIARY shall be entitled or empowered to institute such action or proceedings at law or in equity as may be advised by its counsel for the collection of the sums so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgments or final decree against the GRANTOR and collect, out of the property of the GRANTOR wherever situated, as well as out of the SECURED PROPERTY, in any manner provided by law, monies adjudged or decreed to be payable. The BENEFICIARY shall be entitled to recover judgment as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the provisions of this Deed of Trust, or the foreclosure of the lien hereof. In the event of a sale of the SECURED PROPERTY, and of the application of the proceeds of sale as provided in this Deed of Trust, to the payment of the debt hereby secured, the BENEFICIARY shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon the PROMISSORY NOTE, and to enforce payment of all other charges, payments and costs due under this Deed of Trust and any other LOAN DOCUMENT, and shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. No recovery of any judgment by the BENEFICIARY and no levy of an execution under any judgment upon the SECURED PROPERTY or upon any other property of the GRANTOR shall affect in any manner or to any extent the lien of this Deed of Trust upon the SECURED PROPERTY or any part thereof, or any liens, rights, powers or remedies of the TRUSTEES or of the BENEFICIARY hereunder, but such liens, rights, powers and remedies shall continue unimpaired as before. Any monies thus collected by the BENEFICIARY under this section shall be applied by the BENEFICIARY in accordance with the provisions of section 3.1.1.

Section 3.4. Waivers of Stay, Exemptions, Etc. The GRANTOR will not at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution of sale of the SECURED PROPERTY or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Deed of Trust, nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the SECURED PROPERTY, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provisions herein, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore enacted to redeem the property so sold or any part thereof and the GRANTOR hereby expressly waives all benefit or advantage of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein

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